

TOWN OF FISHKILL
HALLOWEEN DECORATING CONTEST

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

The Halloween Decorating Contest is a skill contest designed to capture the spirit of Halloween. The Town Board members for the Town of Fishkill (the “Judges”) will select the most compelling Entries in accordance with these Official Rules and based upon criteria provided in the Judging section below to determine the Winner(s). This Contest may not be used for, or in connection with, any form of gambling.

Entry Period: The Contest entry period begins at on Wednesday, October 14, 2020, and ends Friday, October 30, 2020 (the “Entry Period”).

Eligibility: The Contest is open to legal residents of the Town of Fishkill, New York at time of entry and is free to enter. The Contest is void outside the area stated herein and where prohibited by law, rule or regulation. The Contest is subject to all applicable federal, state, and local laws, rules and regulations. This Contest is no way sponsored, endorsed, or administered by, or associated with Facebook. By submitting an Entry in this Contest, and except for information required independently by Facebook, you understand that you are providing your information to the Sponsor and not Facebook.

How to Enter: During the Entry Period, Entrants will creatively decorate their yard in a manner of their choosing, take a photo, post it to Facebook, and follow the Town of Fishkill on Facebook.

Judging: The Judges will judge all eligible Entries to determine the most compelling Entries based on the following criteria: creativity (40%), originality (30%), and use of technology (30%). On or about Saturday, October 31, 2020, (the “Judging Date”), the most compelling Entries, as determined by the Judges, will be deemed winning Entries (the “Winning Entries”). Subject to verification of eligibility and compliance with the terms of these Official Rules, the eligible participants that submitted Winning Entries, as determined by the Judges, will be declared the official winners of the Contest (each, a “Winner” and collectively, the “Winners”). In the event of a tie for any potential Winning Entry, the Winner(s) will be determined based on the judges’ discretion.

Sponsor: The Town of Fishkill, 807 Route 52 Fishkill, New York 12524 (“Sponsor”), including but not limited to the respective officials, officers, directors, agents, employees, and representatives.

Contest Administration: Sponsor will be responsible for resolving any disputes and rules violations that arise in connection with the Contest. All decisions by the Sponsor regarding the Contest shall be final and binding in all respects.

Winners List: Winner(s) will be announced by the Town Board. Judges’ decisions with respect to the selection of the Winner(s) are final and binding.

Prizes: **NO PRIZES WILL BE AWARDED.**

Winner Notification: Winner(s) will be notified by the second week of November.

Publicity: Except where prohibited, by participating and submitting an Entry in the Contest, each Entrant agrees that his or her Entry is an original work of authorship and that he or she owns all right, title and interest in the Entry as of the date of the submission or has all necessary rights and authorizations to submit it and the express permission of all individuals, content, and materials embodied in the Entry to submit it for possible use as provided herein; agrees that his or her Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other

intellectual property or other rights of any person or entity; grants to Sponsor the perpetual and unlimited right and license to use, license, edit, modify, duplicate, and/or create derivative works from his or her Entry throughout the world and in perpetuity, including the right to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the Entry via the Internet or any other interactive media currently existing and hereafter developed and without limitation and without payment of any compensation to the participant or his or her heirs and successors, for any purpose whatsoever.

Release: Except where prohibited, by participating and submitting an Entry in the Contest, each Entrant agrees to fully release and hold harmless in perpetuity the Sponsor from any claims, causes of action, demands, losses and liabilities of any nature arising out of or in any way connected with the Entry, indirectly or directly, in whole or in part, and the use thereof, from acceptance, possession and use or misuse of any prize awarded, as permitted hereunder, including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation, or infringement of rights of publicity or privacy. Nothing herein will obligate the Sponsor to make any use of any of the rights set forth herein.

General Conditions: By participating in the Contest, each participant accepts and agrees to be bound by these Official Rules, including all eligibility requirements and gives his or her express permission to be contacted by the Sponsor and/or its representatives for Contest administration purposes. Failure to comply with these Official Rules may result in disqualification from the Contest.

All applicable federal, state, and local laws, rules and regulations apply. Sponsor's failure to enforce any term of these Official Rules shall not be deemed a waiver of that provision.

If the Contest is not capable of running as planned for any reason including, without limitation, as a result of infection, unauthorized intervention, fraud, technical failure, challenge by any legal or regulatory authority, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right at its sole and absolute discretion, to cancel, terminate, modify or suspend the Contest, to disqualify any individual who tampers with the entry process and if terminated, to determine the Winners, if any, from among all eligible, non-suspect Entries submitted up to the point of termination. In such event, the Sponsor shall have no liability to any participant.

Content Restrictions: Participants must not include any of the following content (the "Content Restrictions") in any Entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on the Sponsor, their officials, and employees or any other person; (g) tobacco, e-cigarettes, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) unauthorized use of audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in New York State. Any Entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.